

B2030 (Form 2030) (12/15)

UNITED STATES BANKRUPTCY COURT

Northern District of Illinois

In re **Douglas E. Litowitz**
Debtor

Case No. **18-00515**
(If known)
Chapter **Chapter 7**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR - AMENDED

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the abovenamed debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	<u>\$1,698.00</u>
Prior to the filing of this statement I have received	<u>\$113.00</u>
Balance Due	<u>\$1,585.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify)

3. The source of the compensation paid to me is:

☒ Debtor ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceedings.

1/9/2018

Date

/s/ Nathan Delman

Signature of Attorney

Semrad Law Firm

Name of law firm

CONTRACT FOR POST-PETITION CHAPTER 7 LEGAL SERVICES

Having been advised that I am not obligated to sign this agreement; and having been advised that any previous agreement to pay The Semrad Law Firm, LLC any additional money is now unenforceable pursuant to my filing bankruptcy; and having been advised that I should only enter into an agreement to pay reasonable fees for future legal services, and having been further advised that I can choose to retain another attorney apart from The Semrad Law Firm, LLC, I agree to the following:

I do hereby retain the law firm of The Semrad Law Firm, LLC to represent my legal interests solely in a Bankruptcy case filed under Chapter 7 of the United States Bankruptcy Code, **case # 18-00515**. I understand that in addition to the attorney fees, I am responsible for any and all costs associated with said representation. I further understand that this representation DOES NOT INCLUDE defending my interests in any adversary proceeding filed against me nor does this representation cover state court proceedings or criminal litigation.

The Semrad Law Firm, LLC acknowledges that any fees owed prior to filing the bankruptcy are hereby uncollectable and will be discharged. I agree to pay and The Semrad Law Firm agrees to accept **\$1585.00** in attorney fees plus **\$0** in costs to represent my interests and the amendment, if necessary, of schedules; preparation and attendance of the Section 341 Meeting of Creditors; review of any redemption agreements; review of any reaffirmation agreements; and case administration and monitoring. I further understand and agree that additional professional legal services will result in fees that are due The Semrad Law Firm, LLC. The additional services and fees are as follows:

Representing Client in Adversary Proceeding	\$350.00/hr.
Adding additional bills	\$50.00
Motion to Reopen and Avoid Lien	\$1000.00
Motion to Reopen	\$350.00 + court costs

I understand that these fees must be paid before such work will be completed. I acknowledge and agree that as these additional fees constitute post-petition services, they are not dischargeable in my Chapter 7 case.

I understand that any fees owing to The Semrad Law Firm and not paid as of the filing of the bankruptcy may be discharged in the bankruptcy and may not be collected by The Semrad Law Firm LLC or its assignees. I am signing this agreement in contemplation of receiving further legal representation from The Semrad Law Firm LLC. I understand that said fees will not be dischargeable once I sign this agreement.

I understand that any funds that I am tendering to The Semrad Law Firm, LLC as part of this **advance payment retainer** shall immediately become the property of The Semrad Law Firm, LLC in exchange for a commitment by The Semrad Law Firm, LLC to provide the legal services described above. Said funds will be deposited into the main bank account owned by The Semrad Law Firm, LLC and will be used for general expenses of the firm. I further understand that it is ordinarily my option to deposit funds with an attorney that shall remain my property as security for future services. However, The

Semrad Law Firm, LLC does not represent clients under such a security retainer because the preparation of a bankruptcy case requires many disparate tasks and functions for the attorney and support staff; some of which require legal expertise while others may be only ministerial in nature. I further understand that the benefit that I am receiving under this fee arrangement is the commitment of The Semrad Law Firm, LLC to perform any and all work reasonably necessary to represent my interests absent any extraordinary circumstances.

As The Semrad Law Firm will begin to work on my file immediately after entering into this contract, I understand that any and all funds paid are not refundable. If I breach this agreement, I will be responsible for all costs associated with enforcing the terms of this contract including but not limited to court costs and attorney fees

As The Semrad Law Firm, LLC has duties to me as its client, I likewise have responsibilities. I agree to fully cooperate with The Semrad Law Firm, LLC. This includes, but is not limited to, providing The Semrad Law Firm, LLC with all information necessary and related to my bankruptcy case. In addition, I must attend all scheduled Court hearings and meetings.


I understand that I am to notify my creditors of my bankruptcy case once my Chapter 7 is filed. I understand that The Semrad Law Firm, LLC is not liable or responsible for any collection actions taken by my creditors once my case is filed.*

I also understand that, if I am filing a joint case, the use of the personal pronouns "I", "me" or "my" are binding upon each signatory individually. I also understand that the laws of the State of Illinois are applicable to enforcement of this contract. Moreover, any change in this Contract is null and void unless it is in writing and signed by The Semrad Law Firm, LLC or an agent thereof.

Date: 1/8/18

Time: 5:30 pm


_____, Douglas Litowitz


_____, Attorney

***DISCLAIMER**

The creditors listed in your bankruptcy petition will receive notice of your bankruptcy filing from the Clerk of the United States Bankruptcy Court. Please be advised that it will be several days before these creditors receive the notice. Therefore, if you are concerned about a particular creditor taking immediate action against you, contact this creditor directly and provide the creditor with a copy of your Notice of Bankruptcy Filing. This is especially important if you are at risk of having your vehicle repossessed, real estate foreclosed, or wages garnished.